



MULTI-PROVIDER SERVICE AGREEMENT (HealthPrep Software)

This Multi-Provider Service Agreement ("Agreement") is entered into as of [Effective Date] (the "Effective Date") by and between **Fusco Digital Solutions LLC**, a New York limited liability company with principal place of business at 418 Broadway St., Albany, NY 12207 (the "Company"), and **[Medical Organization Name]**, a [state of organization, e.g., New York] [type of organization, e.g., corporation or LLC] (the "Organization"), on behalf of the collective healthcare providers listed below (each a "Provider" and collectively the "Providers"). The Company, the Organization, and the Providers are each a "Party" and collectively the "Parties."

1. Term

This Agreement commences on the Effective Date and continues for a fixed term of twelve (12) months (the "Term"), without any month-to-month or automatic renewal options. At the end of the Term, this Agreement will expire unless the Parties execute a new written agreement. Any continued access to or use of the Software after the Term shall require a new signed agreement.

2. Services; License Grant

The Company will provide the Organization and its designated Providers with access to the HealthPrep software (the "Software") and related support services. The Company grants the Organization a non-exclusive, non-transferable license to use the Software for its internal healthcare operations for the Term, solely by the Providers listed below. The Organization shall designate covered Providers in writing and may not exceed the number of Providers specified. The Software is intended to assist with clinical decision-making and related tasks, subject to the disclaimers below.

3. Fees and Payment

- The Organization shall pay a subscription fee of **\$300.00 per Provider per month** for access to the Software (the "Subscription Fee"). The Company will issue invoices to the Organization (not to individual Providers) on a monthly basis for the total number of active Providers covered.
- Payment is due within thirty (30) days of each invoice date. Late payments shall incur a late fee of **one percent (1%) per week** on the past due balance (or the maximum permitted by applicable law, if lower), compounding weekly.
- All fees are quoted in U.S. dollars and are non-refundable.

4. Bundled Invoicing

The Organization shall pay all subscription fees on behalf of the collective group of Providers. The Company will not invoice individual Providers separately. Any change to the number of active Providers must be

communicated in writing to the Company; the Subscription Fee will be adjusted pro rata for increases or decreases in Providers during the Term.

5. Provider Obligations

Each Provider shall comply with all applicable laws, regulations, and professional standards in connection with the use of the Software. The Organization is responsible for ensuring that Providers use the Software only as authorized and in accordance with all relevant healthcare regulations (including HIPAA). The Organization and Providers remain responsible for all patient care decisions, regardless of any information generated by the Software.

6. Disclaimers; No Medical Advice

- **No Substitute for Professional Judgment:** The Organization and Providers acknowledge that the Software is **not a replacement for professional medical judgment, advice, diagnosis, or treatment**. HealthPrep is provided for informational purposes only and is intended to supplement, not replace, the clinical judgment of qualified healthcare professionals.
- **Limited Contextual Awareness and Match Accuracy:** The Software's outputs and recommendations are based solely on the data entered. HealthPrep has limited contextual awareness and may not account for all patient-specific factors (e.g., complete medical history, comorbidities, lifestyle factors, or other unique circumstances). The Company does not guarantee the completeness, accuracy, or timeliness of any suggestions or "matches" provided by the Software.
- **No Guarantee of Results:** The Organization and Providers agree not to rely solely on the Software's output. The Company makes no representation or warranty regarding the effectiveness of the Software or the results obtained. Providers must verify any information or matches independently and apply their own clinical expertise.
- **As-Is Provision:** *EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.*

7. Limitation of Liability

- **Cap on Liability:** *TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF THE SOFTWARE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.*
- **Total Liability:** *THE COMPANY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID BY THE ORGANIZATION TO THE COMPANY DURING THE TWELVE (12)-MONTH TERM IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.*
- **Acknowledgment:** The Organization and Providers acknowledge that these limitations are reasonable and that the Subscription Fee reflects the allocation of risk contemplated by this Agreement.

8. Indemnification

- **By Organization and Providers:** The Organization, on behalf of itself and its Providers, shall defend, indemnify, and hold harmless Fusco Digital Solutions LLC, its affiliates, officers, directors, employees, and agents (collectively, the “Indemnified Parties”) from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to: (a) any use of the Software by the Organization or Providers in violation of this Agreement or applicable law; (b) any breach by the Organization or Providers of any representation, warranty, or obligation under this Agreement; (c) any patient care decisions or clinical outcomes resulting from the use of the Software by Providers; (d) any data entered into the Software by the Organization or Providers; and (e) any violation of healthcare regulations (including HIPAA) by the Organization or Providers.
- **By Company:** The Company shall defend, indemnify, and hold harmless the Organization and its Providers from any claim brought by a third party alleging that the Software, as provided by the Company and used properly in accordance with this Agreement, infringes or misappropriates any copyright, patent, or other intellectual property right of a third party. This obligation is subject to the Organization providing prompt written notice of any such claim and reasonable cooperation in the defense.
- **Exclusions:** The Company shall have no indemnification obligations to the extent any claim arises from modifications made by the Organization or Providers to the Software, or from the combination of the Software with products or data not provided by the Company.

9. Suspension and Termination for Non-Payment

The Company may **freeze (suspend)** the Organization’s and Providers’ access to the Software if any payment is not received within thirty (30) days after the due date. Suspension or termination of service for non-payment does not relieve the Organization of its obligation to pay all outstanding fees, including any accrued late charges and collection costs.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Albany County, New York for any dispute arising out of or related to this Agreement.

11. Entire Agreement; No Automatic Renewal

This Agreement constitutes the entire understanding of the Parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, discussions, and agreements between them. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of all Parties. This Agreement does not automatically renew. Any extension or renewal of services beyond the twelve (12)-month Term must be documented in a new written agreement signed by the Parties.

12. Notices

All notices or other communications required or permitted under this Agreement shall be in writing and deemed given when delivered personally, by recognized overnight courier, or by certified mail (return receipt requested) to the addresses below (or at such other address as a Party may designate in writing):

- **Company:** Fusco Digital Solutions LLC, 418 Broadway St., Albany, NY 12207.
- **Organization:** [Medical Organization Name & Address].
- **Providers:** Notice to a Provider may be given by delivering to the Organization for forwarding to the Provider.

13. Miscellaneous

- **Severability:** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- **Waiver:** No waiver of any breach or right under this Agreement shall be effective unless in writing and signed by the waiving Party. No failure or delay in enforcing any right shall be deemed a waiver of that right.
- **Interpretation:** Headings are for convenience only and shall not affect the interpretation of this Agreement. The words "including" and "includes" shall be deemed to be followed by the phrase "without limitation" unless expressly stated otherwise.
- **No Agency:** Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Each Party acts solely in its own capacity, not as an agent or partner of any other Party.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Fusco Digital Solutions LLC (Company)

By: ____ Date: ____
Name: ____ Title: ____

[Medical Organization Name] (Organization)

By: ____ Date: ____
Name: ____ Title: ____

Covered Healthcare Providers: (Each undersigned Provider acknowledges and agrees to the terms of this Agreement.)

Name: ____ **Signature:** ____ Date: ____

Name: ____ **Signature:** ____ Date: ____

[Add additional name/signature lines as needed for each Provider.]
